

## BUSINESS ENERGY SAVER PROGRAM – SBES-8

### PURPOSE

The purpose of this Program is to encourage the installation of energy efficiency measures by nonresidential businesses. The Program provides incentive payments toward the installation of energy efficiency improvements, based on the electric energy and demand savings, for efficient equipment which may include but are not limited to lighting; refrigeration; heating ventilation and air conditioning; variable frequency drives; and other commercial and industrial equipment as determined by the Company.

### AVAILABILITY

The Program is available, at the Company's option, to new or existing individually-metered nonresidential establishments served on Duke Energy Progress' general service rate schedules and from Duke Energy Progress' retail distribution system. Depending on the type of energy efficiency measure, the Company may require a specified amount of usage history and/or pre-monitoring of equipment energy usage in order to participate in this Program. A Landlord Consent Agreement must be executed prior to completion of the site survey when Customer doesn't own the occupied facility. The Program is only available, in Company's sole discretion, to qualifying customers in areas served and selected by Company.

### INCENTIVE PAYMENTS

The Company will provide up to 80% of the cost for the recommended energy efficiency measures installed under Small Business Energy Saver and up to 75% under SmartPath. All incentives shall be paid by Company directly to the Company-authorized vendor or trade ally upon receipt of a Project Completion form that states the existing and improved energy efficiency measure(s) have been installed. Payment financing agreements for all project costs above the incentive amount shall be the responsibility of the Customer, based upon payment terms arranged between the customer and the Company-authorized vendor or trade ally, or other third-party.

### RESPONSIBILITY OF PARTIES

#### *Small Business Energy Saver*

For customers with an average monthly actual demand of 180 kW or less and meet the Program eligibility requirements, a Company authorized vendor will be made available to perform an energy assessment at the eligible customer's facility at no charge to the customer, make recommendations for improved energy efficiency measures, produce a projected cost to complete the proposed energy efficiency project, including the projected incentive from the Company as a project discount. The Company authorized vendor may offer extended payment options for the customer's portion of project costs. If the customer decides to move forward with the proposed project, the vendor will install and commission the approved project. An individual business entity's participation is limited to no more than five premises on the Company's system during a calendar year.

#### *SmartPath*

Any customer who meets the Program eligibility requirements may opt into the SmartPath program. Customers must choose from a published list of company-authorized trade allies to

perform an energy assessment at the eligible customer's facility at no charge to the customer. The company-authorized trade ally will make recommendations for improved energy efficiency measures, produce a projected cost to complete the work, and may offer payment financing option(s). The trade ally will install and commission the approved project. At the Company's request, the trade ally will install Company-approved sub-metering for the purpose of calculating actual energy savings and incentive(s). With the Company's approval, the Company's Small Business Energy Saver authorized vendor may also be an authorized trade ally.

Prior to the provision of any services under this Program, Customer shall execute or cause to be executed an Energy Survey Agreement, Owner Consent Agreement, Business Energy Saver Program Participation Agreement or Project Completion form, as appropriate. Customer agrees to not remove or resell equipment or other measures installed pursuant to this Program and they shall remain at their current location. Disputes regarding the installation shall be subject to the terms and conditions of the executed Participation Agreement and shall be resolved in accordance with the terms thereof. Company has no liability and makes no guarantee with respect to the installation or performance of the installed measure(s).

Customer shall permit Company and its authorized vendor or trade ally the right of ingress and egress to Customer's premises at all reasonable hours for the purpose of pre-installation and post-installation inspection of the project to determine the actual kW reduction and energy savings for program evaluation purposes.

Authorized trade allies must meet the Company's requirements including but not limited to: agreement to the Company's trade ally code of conduct, application process, pre- and post-monitoring, required training, incentive payment processes, and other requirements, terms and conditions, as outlined in the SmartPath Authorized Trade Ally Agreement.

The Company reserves the right to inspect the premises of the customer both before and after implementation of the measure or completion of the efficiency-related activity for which an incentive payment is requested. Incentive payments will be made only after the equipment has been installed and is operable or the efficiency-related activity has been completed, as verified by the Company.

Multiple incentive payments may be requested for each establishment; however, the Company reserves the right to limit the payments per establishment per year.

#### COMPANY RETENTION OF PROGRAM BENEFITS

Incentives and other considerations offered under the terms of this Program are understood to be an essential element in the recipient's decision to participate in the Program. Upon payment of these considerations, Company will be entitled to any and all environmental, energy efficiency, and demand reduction benefits and attributes, including all reporting and compliance rights, associated with participation in the Program.

#### DSM/EE OPT-OUT ELIGIBILITY

Opt-Out eligible customer participating in this program on and after January 1, 2016 loses the right to be exempt from the EE Rate for three (3) years following receipt of an incentive under this program.

Duke Energy Progress, LLC  
(South Carolina Only)

SC Program SBES-8  
Supersedes Program SBES-6

GENERAL

Service rendered under this Program is subject to the provisions of the Service Regulations of the Company on file with the Public Service Commission of South Carolina.